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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
AT TACOMA

10 PATRICK T. CARLMAN,

11 Plaintiff,

12 v.

13 COMMISSIONER OF SOCIAL
14 SECURITY,

15 Defendant.

CASE NO. 15-cv-05281 JRC

ORDER GRANTING
UNOPPOSED MOTION FOR
ATTORNEY'S FEES PURSUANT
TO 42 U.S.C. § 406(b)

16 This Court has jurisdiction pursuant to 28 U.S.C. § 636(c), Fed. R. Civ. P. 73 and Local
17 Magistrate Judge Rule MJR 13 (*see also* Notice of Initial Assignment to a U.S. Magistrate Judge
18 and Consent Form, Dkt. 5; Consent to Proceed Before a United States Magistrate Judge, Dkt. 6).
19 This matter is before the Court on plaintiff's Unopposed Motion for Attorney's Fees Pursuant to
20 42 U.S.C. § 406(b) (*see* Dkt. 25; 28).

21 The Court may allow a reasonable fee for an attorney who represented a Social Security
22 Title II claimant before the Court and obtained a favorable judgment, as long as such fee is not in
23 excess of twenty-five percent of the total of past-due benefits. *See* 42 U.S.C. § 406(b)(1);
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1 *Grisbrecht v. Barnhart*, 535 U.S. 789 (2002). When a contingency agreement applies, the Court
2 will look first to such agreement and will conduct an independent review to assure the
3 reasonableness of the fee requested, taking into consideration the character of the representation
4 and results achieved. *See Grisbrecht, supra*, 535 U.S. at 807, 808 (footnote omitted) (citations
5 omitted). Although the fee agreement is the primary means for determining the fee, the Court
6 will adjust the fee downward if substandard representation was provided, if the attorney caused
7 excessive delay, or if a windfall would result from the requested fee. *See Crawford v. Astrue*, 586
8 F.3d 1142, 1151 (9th Cir. 2009) (*citing Grisbrecht, supra*, 535 U.S. at 808).

9 Here, the representation was standard, at least, and the results achieved excellent (*see*
10 Dkt. 25-3, p. 1). *See Grisbrecht, supra*, 535 U.S. at 808. Following remand from this Court for
11 further consideration (*see* Dkt. 19), plaintiff was awarded benefits. There has not been excessive
12 delay and no windfall will result from the requested fee.

13 Plaintiff's total back payment was \$136,334.00 (*see* Dkt. 25-3, p.3). Plaintiff has moved
14 for a net attorney's fee of \$23,083.50 (*see* Memorandum, Dkt. 25, p. 1), and the Court has
15 considered plaintiff's gross attorney's fee of \$34,083.50 and the EAJA award received by
16 plaintiff's attorney in the amount of \$8,479.12. *Parish v. Comm'r. Soc. Sec. Admin.*, 698 F.3d
17 1215, 1221 (9th Cir. 2012). Plaintiff's attorney further reduced the fee by \$2,520.88 (*see* Dkt. 25,
18 p.1).

19 Based on plaintiff's unopposed motion and supporting documents (*see* Dkt. 25,
20 Attachments 1, 2, 3, 4, 5, 6), it is hereby ORDERED that Plaintiff's attorney Eitan Kassel Yanich
21 is awarded a gross attorney's fee of \$34,083.50 pursuant to 42 U.S.C. § 406(b), reduced by the
22 EAJA fees of \$8,479.12 that previously were awarded, along with a further reduction of \$2,520.88,
23 leaving a net fee of \$23,083.50. It is further ORDERED that when issuing the 42 U.S.C. § 406(b)
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1 check for payment to Plaintiff's attorney herein, Social Security is directed to send payment of
2 406(b) fees in the amount of \$23,083.50 to Eitan Kassel Yanich, either electronically or by mailing
3 a check to: Eitan Kassel Yanich, 203 Fourth Avenue E., Suite 321, Olympia, WA. 98501.

4 After paying the attorney's fee, Social Security shall continue to hold the remaining
5 withheld funds until the administrative attorneys fee has been determined and paid, and Social
6 Security shall then release all remaining funds directly to Plaintiff.

7 Dated this 8th day of August, 2018.

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11 J. Richard Creatura
12 United States Magistrate Judge
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